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ABSTRACT

This module, one of six on teaching consumer matters to low-income groups, focuses on helping clients make wise choices about housing. It reviews factors to consider in selecting an apartment and discusses the laws in Virginia which relate to housing. Methods for helping clients learn more about housing and housing regulations are also discussed. Sections on federally assisted programs, the Virginia Fair Housing Law, and laws pertaining to mobile home lot rental are also included. Related materials available on a free-loan basis from the Virginia Office of Consumer Affairs and phone numbers of other sources of related information and assistance conclude the document. (CT)

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THE KNOWLEDGEABLE TENANT

Teaching Low-Income Consumers
A Logical Approach
to Renting

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U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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Virginia Department of Agriculture and Consumer Services
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I. INTRODUCTION

Many people take for granted the fact that they live in comfortable, warm homes. For poor people, however, finding and keeping adequate housing looms as a perpetual problem. Lack of income, lack of information, and lack of time keep many poor people in a cyclical situation in which finding a place to live is always a crisis.

The choices of housing available to poor people are limited. Often families with several children simply cannot afford to pay the rent necessary for an apartment large enough to meet their needs. Elderly people living on fixed incomes may find themselves priced out of their homes by increases in the costs of rent, heating fuel, and electricity. Low-cost public housing is rarely available in sufficient supply for people who need it.

Low-income people are often people with limited educations and limited access to information. Consequently, when misunderstandings do arise in rental situations, poor people often do not know their rights as tenants. Low-income people generally do not have signed leases. In addition, landlords sometimes take advantage of poor people, and provide them with only the minimum necessities required by law. Some landlords are slow to make repairs and improvements. When problems occur, which they inevitably do, the landlord simply evicts the tenant, usually legally, and finds another.

Upon eviction, the tenant is in the situation of needing to find housing quickly, having neither the time nor the facilities to explore the choices carefully, and ends up in another tenuous rental situation. The cycle continues.

The purpose of this booklet is to help you to help your clients make wiser choices about housing. Factors to consider in selecting an apartment will be reviewed, and the laws in Virginia which relate to housing will be discussed. Methods for helping your clients learn more about housing and housing regulations will also be discussed.

Probably the two most important ways in which you can assist your clients in breaking the cycle are providing them with information about housing and helping them learn to plan. When people have information about housing, such as what to

look for in a home and which regulations govern their rental agreements, they are in a much stronger position as they make decisions about where to live.

The ability to plan, a skill which many poor people have never been taught, will improve not only your clients' ability to break the cycle of problematic housing, but also their ability to manage money, to make important choices, and ultimately to gain some control over their lives.

Some of the ideas presented in this booklet may be difficult for you to actually use, because they will involve planning. However, if you are able to help your clients learn about planning as it relates to housing, you may also be able to help them transfer those planning skills to other areas of their lives, and begin to break some of the vicious cycles in which they are trapped.

II. HOW TO CHOOSE AN APARTMENT

Probably the best way to avoid problems in a rental situation is to choose an apartment with extreme care. Before even looking at possible choices, a person must decide where to live, how much rent to pay, and how large an apartment to rent. Other factors must also be considered, such as whether or not the person has children, pets, or special needs. Accessibility to schools, stores, churches, and other facilities must also be considered.

Having narrowed the possible choices of apartments by cost, location, and other significant factors, the person is ready to start hunting actively. There are several ways of locating rental housing. Most newspapers carry a section of classified advertising, and often a prospective tenant can find several possibilities by reading the advertisements. In large cities where there are many apartment complexes, it may be possible to obtain a list of all the complexes in the city. Such a list enables a person to form a general picture of where housing is available, what the rent is, and what regulations a particular complex may have. A third source of information about available apartments is word-of-mouth. A prospective tenant should talk with friends about possible sources of housing, and perhaps obtain some ideas through personal recommendations.

Having located several possibilities through the above ideas, the person should call the landlords. In the telephone conversation, the individual should confirm the location of the apartment, discuss the rent, and discuss any other pertinent information which would strongly influence the person's decision as to whether or not to take the apartment. Whether or not children are allowed, whether or not there is parking available, and whether or not pets are allowed can all be established over the telephone. If the apartment still fits most of the person's requirements, then the person should make an appointment to see it.

The visit to the apartment should be long enough to allow the prospective tenant to make a thorough examination. In addition to checking the points already mentioned as to the suitability of the apartment, the prospective tenant should try all the water faucets, flush the toilets, turn on the stove burners and the oven, and check the air-condi-

tioner. The tenant should also examine the condition of the apartment, paying attention to the linoleum on the kitchen floor, the paint on the walls, the tiles in the bathroom, and the glass in the windows. The tenant should note the size and layout of the rooms, the number of closets, the amount of kitchen space, and the amount of storage space. It is also important to inquire about laundry facilities, recreational facilities, and any other aspects which may be important. A good question to keep in mind in examining any apartment is, "would I be happy living here?" If the tenant has any unusually heavy furniture, he should check with the landlord to be sure it is allowed. Some landlords do not permit pianos or waterbeds, for example.

If the apartment still seems acceptable, the tenant should discuss the amount of rent with the landlord, also asking whether or not utilities are included in the rent. If they are not, the tenant should try to obtain an estimate of what they will cost from the landlord. A general rule is that a person's housing expenses should not exceed twenty-five to thirty percent of the person's take-home pay.

Anyone who is looking for a new apartment should look at several possibilities before making a final decision. By doing so, a prospective tenant can compare different locations, different facilities, and different types of homes.

When the person has decided on a particular apartment, the exact rent should be agreed upon with the landlord, and the lease should be signed. The lease will be discussed in detail in the next section of this booklet.

The suggestions made above may not be helpful to you in working with a client in the crisis situation described in the introduction. A person who needs new housing immediately does not have the time to consider several choices. In addition, the choices for low-income people are limited by cost. However, if you are working with a client who knows that it will be necessary to move in the near future, you can assist the client by talking about how to choose the new apartment. Try holding a group session for several clients who will be looking for new housing.

If you have the time and ability, it would be extremely helpful to some clients if you keep your own file about housing in your area. A list of apartments which meet the needs of other clients could be useful to someone who needs a new home. A list of problems which occur repeatedly with a particular landlord may help you to alert a client who is

considering renting from that landlord. You might be able to help the client prevent the problem from occuring, handle the problem if it does arise, or avoid the rental situation altogether.

III. PRIVATE HOUSING

In Virginia, private rental agreements are governed by 1. the lease, 2. the Virginia Residential Landlord and Tenant Act, and 3. local housing and health codes. The specific rights of the landlord and the tenant in any particular rental agreement depend on whether or not there is a written lease, whether or not the rental unit is covered by the Landlord and Tenant Act, and what the specific local housing and health codes are. Familiarize yourself with standard leases, the Landlord and Tenant Act, and local codes so that you can advise your clients well.

A. The Lease

One of the most important determinants in a rental situation is the lease. A verbal agreement to rent an apartment can be binding, but enforcing any terms of the agreement can be extremely difficult, as it is virtually impossible to prove what the terms are. Therefore, for practical purposes, verbal leases should be avoided.

A written lease, however, can be extremely important. The purpose of a written lease is to avoid misunderstandings by specifying the terms of the rental agreement and to place both the landlord and the tenant in a legally binding contract.

A lease should include the length of the rental agreement, the amount of rent, the date on which the rent is due, the amount of any late fees, and a statement of what is to be provided by the landlord. The lease should clarify who is responsible for which types of repairs, who pays for utilities, where parking is available, and any special regulations. A lease may not contain terms which are contradictory to the Virginia Landlord and Tenant Act, which will be discussed in more detail below.

One of the major problems faced by low-income people in rental agreements is that the terms of the agreement are not clear. Without a written lease, the tenant has no assurance that work will be completed

(unless needed work is also required under health regulations), that the rent will stay the same, or that the rental agreement will continue from one rental period to the next.

Any time you are working with a client who is about to enter a new rental situation, encourage the client to bring in a copy of the proposed lease *before* signing it. Read through the lease with the client and explain what it means. If there are sections of the lease which seem questionable to you, check with local housing experts, such as a tenant-landlord commission, to find out what those sections mean and whether or not they are legal. If it is not possible for your client to obtain a copy of the lease prior to signing it, have the client take someone along when it is time to sign the lease to read it and explain its terms. Be certain that the client understands the lease completely before signing it. Teach your clients *not* to be pressured into signing something without reading it first.

To help your clients learn about leases, hold a group meeting. Bring a sample lease with enough copies for everyone to have one. Read over the lease with the group, discussing the implications of each point. Understanding a written lease *before* signing it can truly help a client avoid problems in the future.

Remember, though, that there is nothing which requires a landlord to offer a written lease. Some landlords prefer not to have one, particularly when they are renting to low-income people. When faced with the possibility of renting without a written lease, be sure that your client understands the implications of the situation. The time period governing any changes in a rental situation in which there is no written lease is the same as the time period covered by one rent payment. In other words, if the tenant pays weekly rent, any changes must be announced one week before they are to take place. If the tenant pays monthly rent, changes must be announced one month before they occur. This means, for example, that in the week-to-week rental agreement, the landlord must give one week's notice to increase the rent or ask the tenant to move; in the month-to-month agreement, the landlord must give one month's notice. And the tenant must give the same amount of notice before vacating the apartment. So, while the lack of a written lease does allow the tenant the freedom to move out of the apartment fairly easily,

it also means that the tenant can be required to move out with little notice. And again, the lack of a written agreement means that enforcing any verbal promises made by the landlord will be extremely difficult.

What follows is a sample of a written lease. Remember that none of the provisions contained in this sample is required by law. An actual lease may include other restrictions or may have different conditions. A written lease is simply the written contract to which the landlord and the tenant have agreed.

SAMPLE LEASE

Made this 20th day of March, 1979, between Jane Jones, Tenant, and Sam Smith, Landlord.

Witnesseth, that the said Landlord does lease unto the said Tenant and his family, those premises known as 1000 Consumer Lane from the 1st day of April, 1979, for the term of one year from thence next ensuing; and to expire on the 31st day of March, 1980, yielding therefore during the said term the rent of two thousand four hundred Dollars ($2,400.00) payable as follows, to wit: $200.00 per month, the first installment to become due on the 1st day of April next.

1. Any and all monthly payments are to be made in advance. The Tenant herewith deposits with the Landlord $200.00 to secure his full and faithful performance of all the covenants and conditions of this lease. This sum shall be returned to the Tenant within fifteen (15) days after the end of the lease term, less any expenses caused by breach of the Tenant's responsibility to maintain the dwelling unit and any sums due from the Tenant. This deposit is not to be used or applied by the Tenant as a substitute for rent.

2. This lease shall be deemed automatically renewed, on a month to month basis, under the same terms and conditions, unless either party notifies the other in writing, at least thirty (30) days before the expiration of this term, of his intention not to renew.

3. This lease shall not be assigned, nor any portion of the premises sublet, without the written consent of the Landlord. The premises leased herein shall be used as a residence establishment only.

4. The premises are rented unfurnished, and are equipped with stove, refrigerator, and are to be returned to the owner at the expiration of occupancy, in as good condition as received (reasonable wear and tear expected). The occupants are to keep the premises neat and clean and free from objectionable features, nuisances, and hazards.

5. The Tenant shall promptly pay all bills for utilities

charged to the premises and agrees to make the required deposits.

6. The owner shall give the Tenant quiet enjoyment for the term of the lease. The Tenant agrees to keep the plumbing, heating, electrical, septic system and premises in good order, maintaining these in everyday operating condition. Structural failures due to ordinary wear and tear would be the responsibility of the Landlord.

7. Time is the essence of this agreement in all respects, and if the Tenant shall fail to make foregoing payments or any of them on time, or uses the premises for any other purposes than herein stated, or fails to maintain the premises in the condition herein specified, or shall vacate the premises, each or any of the foregoing acts (among others) shall constitute a violation of this agreement; in which case the owner hereby reserves the right and is hereby expressly given the right to enter the premises and remove any and all belongings and property of the said Tenant, and thereby repossesses the premises without let or hindrance or any right of damage against him by said Tenant or anyone occupying said premises with him or her or by his or her consent for so doing.

8. Any expenses incurred in collecting the Tenant's past due obligations, including attorney's fees, shall be paid by the Tenant. A tenant delinquent over five days in payment of regular rent will be charged a late charge of $10.00.

9. It is also understood and agreed that in case of the violation of this agreement in any way by the said Tenant, the owner hereby reserves and hereby is expressly given the right to take any other action than that specified which is allowable by law for the enforcement of this agreement or otherwise.

10. The Tenant agrees to allow the Landlord or his representatives at any reasonable hour, to enter the said premises for the purpose of inspecting the same, for making any repairs that they may deem necessary or desirable and Tenant agrees to permit the property to be shown to prospective purchasers or tenants at reasonable hours and Tenant agrees that the owner may place a "For Sale" sign on the property at any time, or a "For Rent" sign may be placed on the property thirty (30) days prior to the lease expiration.

11. The Tenant has no authority to incur any debt or make any charge against the Landlord or assigns or create

any lien upon the said leased property for any work or materials furnished the same.

12. It is further agreed that no waiver of any breach of any covenant, condition or agreement herein shall operate as a waiver of the covenant, condition or agreement itself.

13. All of the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers and assigns, as applicable, except as otherwise provided herein.

14. The Tenant assumes the liability responsibility for himself, family and other persons and shall save the Landlord harmless from any liability arising from injury to person or property caused by any act or omission of the Tenant, his family, guests, servants, employees, assignees or sub-tenants. Any defective condition of the property shall be reported by the Tenant to the Landlord promptly.

15. This Lease contains the entire agreement between all parties hereto and shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.

WITNESS the following signatures and seals this 20th day of March, 19 79.

Tenant Jane Jones Landlord Sam Smith

B. The Virginia Residential Landlord and Tenant Act of 1974

1. An Overview. In 1974, the Commonwealth of Virginia approved the Virginia Residential Landlord and Tenant Act for the purposes of simplifying and clarifying laws governing rental situations, encouraging landlords and tenants to improve the quality of housing, and establishing one set of rules to govern most rental situations throughout Virginia. The information contained in this section of this booklet is intended as a general overview of the Landlord and Tenant Act, not as a comprehensive discussion of the law. If you have specific questions about the law, you can contact your local Tenant-Landlord Commission, or one of the agencies listed on page 30 of this booklet.

(a) Exemptions. The Landlord and Tenant Act applies in many rental situations. The Act specifies ten rental situations which are *not* covered, however. Among them are:

(1) residence in a public or private institution such as a school dormitory, a medical facility, or a nursing home;

(2) occupancy in a hotel or motel unless the unit is rented continuously to one person for more than thirty days; and

(3) occupancy in a single-family dwelling unit (such as a home in which heat, hot water, or other major facilities are not shared with any other unit) whose owner owns fewer than ten such units.

In addition, if a tenant lives in a public housing unit which is regulated by the Department of Housing and Urban Development, HUD regulations supercede regulations in the Landlord and Tenant Act when there is a discrepancy.

(b) Application Fees. Landlords are allowed to require an application fee from prospective tenants. If the application fee is more than ten dollars and the applicant does not rent the unit, the applicant is entitled to have the fee returned within twenty days of the date on which the applicant fails to rent the apartment. The landlord may deduct any expenses and damages from the application fee, such as the cost of obtaining a credit check on the applicant. The landlord must give the applicant an itemized list of these expenses and damages.

(c) Conditions of Rental Agreements. A rental agreement, like any contract, may include any terms to which both the landlord and tenant will agree, as long as the terms are legal. A rental agreement may *not* include a provision which states that the tenant waives rights to any part of the Landlord and Tenant Act.

Rent is paid without demand at the time and place agreed upon by the landlord and the tenant. This means that the tenant is responsible for paying the rent each rental period, without notice from the landlord.

If the rental agreement does not state a specific term, then it is considered to be week-to-week if the rent is paid weekly, and month-to-month in all other cases. As stated above, any changes in the rental situation must be announced with one week's notice if the agreement is week-to-week, and with one month's notice if the agreement is month-to-month.

2. Security Deposits.

(a) Amount. A landlord may charge a tenant a security deposit which is equal to up to two months' rent. When the rental agreement

ends, the landlord must return the security deposit plus any earned interest within forty-five days of the end of tenancy. The landlord may deduct from the security deposit any accrued rent and any damages which resulted from the tenant's failure to maintain the dwelling as required by the Landlord and Tenant Act. The landlord may not deduct damages for reasonable wear and tear.

(b) Interest. Interest on a security deposit is earned at a rate of three percent per year, calculated in six month increments on any deposit which the landlord has held for more than thirteen months. For example, a security deposit of $100.00 which is held for fourteen months would earn $1.50 plus $1.50 (1½% for each six months the landlord held it) in interest, or a total of $3.00.

(c) Inspection of the Apartment. When a new tenant moves into an apartment, the landlord must provide the tenant with an itemized list of all damages in the apartment. The tenant has five days from the receipt of this list to notify the landlord in writing of any discrepancies. Inspection of the apartment by the landlord to determine the amount of the security deposit to be returned to the tenant when the tenant moves out must be made within seventy-two hours of the end of occupancy. If the tenant wants to be present at this inspection, he should notify the landlord in writing, and the landlord must then notify the tenant of the date and time of the inspection. The inspection must be made within business hours.

(d) Problems With Security Deposits. A common problem for tenants is not having security deposits returned. The Landlord and Tenant Act states that a tenant who has not had a security deposit returned may recover the security plus actual damages and reasonable attorney's fees, if the

landlord has deliberately refused to return the deposit.

The more common problem, however, is that the landlord and tenant disagree on the amount of the security deposit which is due the tenant. A discrepancy may arise as to what is considered normal wear and tear, and which damages were caused by the tenant. The possibility of such a discrepancy makes clear the need for inspections both at the beginning and the end of tenancy. If a tenant anticipates any dispute over the damages at the end of his tenancy, he should be sure to inspect the apartment with the landlord when he moves out, and might want to take some photographs of disputed damages.

If you are working with a client who has been unfairly denied the return of a security deposit, you can assist the client in suing the landlord in a Virginia General District Court. In General District Court, your client does not need a lawyer. However, many low-income people qualify for legal assistance through the Legal Aid Society, and you should encourage your client to seek advice from that source. During the trial, both sides present their cases to the judge, and generally the judge makes a decision on the spot. Using General District Court can provide your clients with an inexpensive and relatively easy way of attempting to collect security deposits.

3. Who's In Charge? When a tenant moves into an apartment, the landlord must provide in writing the name and address of the person who is authorized to manage the premises, the name and address of the person who is authorized to receive notices and demands, and the name and address of the new owner if the building is sold. The landlord must keep this information up-to-date.

4. The Landlord's Responsibilities. The landlord is obligated to keep the building in a

fit and habitable condition. All building and housing codes which affect health and safety must be met. The landlord must keep all facilities which he provides, such as heating, plumbing, and air-conditioning, in good operating order. He must provide running water, reasonable amounts of hot water, and reasonable heat during the cold months. The landlord must also keep all common areas shared by two or more apartments clean and safe, and must provide and maintain receptacles in common areas for garbage collection. If the landlord and tenant mutually agree in writing, responsibility for the common areas and the provision of hot water and heat can become the tenant's obligation.

5. The Tenant's Responsibilities. The tenant's part of the obligations involves using the apartment and the facilities properly, keeping all fixtures clean, and acting in a way that does not disrupt the other tenants' right to a peaceful enjoyment of the premises. The tenant may not deliberately or negligently damage any part of the premises, and may not allow guests to do so.

6. Other Rules. Within reason, landlords may make new rules and regulations concerning the tenants' use of the apartments. These rules are enforceable if they are made to promote the safety or welfare of the tenants, if they apply to all tenants in the same way, if they state clearly how the tenants are to comply, and if they are not for the purpose of evading the landlord's obligations. The tenant must be given reasonable notice of a new rule, and does not need to consent in writing unless the new rule substantially changes the original agreement.

7. The Landlord's Access to the Apartment. The landlord is entitled to enter the apartment to make an inspection, to make necessary repairs or improvements, to supply necessary services, or to show the apartment to prospective tenants. The landlord must give the tenant reasonable notice of the intent to enter, and may only enter at reasonable times. The exceptions to this rule are if there is an emergency, if the landlord has

a court order, or if the tenant has abandoned the apartment.

The tenant may install burglary prevention and fire detection equipment in the apartment, as long as no permanent damage is done to the apartment. The landlord must be given keys to any such equipment, and instructions of operation. The tenant is required to remove any such equipment when he leaves, and repair any resultant damages.

8. When Things Go Wrong...

(a) ...What the Tenant Can Do.

(1) Problems Affecting Health and Safety. If a problem arises which the landlord does not resolve, and if this problem affects the health and the safety of the tenant, the tenant should write a letter to the landlord specifying the problem and stating that if the problem is not solved within twenty-one days, the rental agreement will terminate thirty days after the landlord receives the notice. If the landlord does perform the needed repairs, the rental agreement will not end. The tenant may not, however, terminate a lease in this manner because of a problem caused either deliberately or negligently by the tenant.

(2) Problems With Essential Services. If the landlord does not supply heat, water, hot water or other essential services specified in the rental agreement, the tenant must give the landlord written notice of the problem. If the problem is not solved within a reasonable period of time, the tenant can recover damages from the landlord, and obtain reasonable substitute housing during the time in which the essential services are not provided

without obligation to pay rent to the landlord during that time. The tenand may also recover reasonable attorney's fees.

(3) In Case of Fire. If the apartment is damaged by fire so that the tenant can no longer live in it, the tenant may vacate immediately, and must notify the landlord in writing within fourteen days that the rental agreement is terminated.

(4) Rent Escrow. If a problem persists which constitutes a fire hazard or serious threat to the life, health or safety of the tenant, and if the tenant has notified the landlord in writing of the problem as described above, the tenant can establish a rent escrow account with the General District Court. This means that the tenant will pay rent to the General District Court instead of to the landlord until the dispute is resolved in court. *NEVER ADVISE A CLIENT TO WITHHOLD RENT WITHOUT ESTABLISHING A RENT ESCROW ACCOUNT WITH THE COURT.* If a tenant simply does not pay the rent, this action may constitute breach of contract, and the tenant may be subject to eviction, even though the complaint is valid.

A rent escrow account can be established if the tenant has notified the landlord in writing of the problem, if the tenant has not received more than three pay or quit notices from the landlord for overdue rent, and if the tenant deposits his rent in the escrow account within five days of the day the rent is due.

The court will hold a hearing within fifteen days of the tenant's action (unless emergency conditions exist), and at that hearing may decide one or more of the following:

(a) to terminate the lease;

(b) to give any money accumulated in escrow either to the landlord or to the tenant;

(c) to continue the escrow until the conditions are remedied;

(d) to reduce the amount of rent in an amount equitable with the existing problem;

(e) to return the money in escrow to the tenant so that the tenant can hire someone to make the necessary repairs; or

(f) to refer the matter to the proper State or municipal agency for investigation, and to grant a continuance while the tenant continues to pay rent to the court.

(b) ...What the Landlord Can Do. If the tenant does not comply with the terms of the rental agreement, the landlord must notify the tenant in writing that if the tenant does not comply within twenty-one days, the rental agreement will terminate in thirty days. The agreement will not end if the tenant corrects the problem.

(c) ...What the Landlord Cannot Do. A landlord may not threaten a tenant with a rent increase, with a decrease in services, or with eviction simply because the tenant has complained to a government agency which enforces building or housing codes, made a complaint to the landlord or filed a suit against him, or organized or become a member of a tenants' organization.

C. Eviction

There are times when a landlord has the legal right

to evict a tenant. The exact process for eviction depends on the specific locality. Talk with the Clerk of the General District Court in your locality so that you are familiar with the exact process in your area. The general procedure is as follows:

1. The tenant does not pay the rent on time.

2. The landlord gives the tenant a "pay or quit" notice.

3. The tenant must respond to the notice within five days.

4. If the tenant does not respond to the notice, the landlord asks the Clerk of the General District Court to issue an "unlawful detainer warrant" on the tenant.

5. The unlawful detainer warrant tells the tenant when to appear in court.

6. The court decides whether or not the tenant should be evicted, and if the tenant does not have legal right to the dwelling, the court orders the sheriff's office to evict the tenant.

Sometimes clients will call and say that they are being thrown out of an apartment and have had no notice of the eviction. This is not possible. Under the provisions of the Landlord and Tenant Act, and under the eviction procedure described above, the tenant must have had some notice of the landlord's intentions. What is more often the case is that the tenant did not read a pay or quit notice or a letter of complaint from the landlord, or the tenant did read the notice and did not understand it, or the tenant read the notice, understood it, and was too afraid to respond.

If you are working with a client who has trouble paying the rent on time, some careful counseling about budgeting is in order. Encourage your clients to talk directly with their landlords any time a pay or quit notice is received. If you work with a client who is too anxious to talk with the landlord directly, encourage the client to contact you if any kind of unusual notice is received from the landlord. Ignoring the problems of overdue rent or broken lease agreements will only make the problems worse. Confronting these problems as soon as they occur may help your clients to avoid

unwanted evictions.

And, if a client receives a notice to appear in court, be sure that the client goes to court. If a client does not appear in court at the specified time, he will almost assuredly lose the case.

Remember, too, that a landlord *is* entitled to evict a tenant who does not pay the rent on time. And a landlord may refuse to accept a late payment of rent. Therefore, it is extremely important that your clients learn to pay rent conscientiously and punctually.

D. What to Do When the Landlord and Tenant Act Does NOT Apply

If a housing unit is exempt from the Landlord and Tenant Act for any of the reasons described in the Act, the rental agreement is governed by the written lease, if there is one, and the local housing and health codes. If, for example, a tenant's apartment is infested with roaches, and the landlord will not take any action, the tenant should contact the local health department to see what can be done.

Encourage your clients to make any complaints to the landlord in writing, and to keep copies of letters they send. Without written documents, the client has no proof of what has happened. By making complaints in writing, the client is ensuring that he has an accurate record of all requests.

IV. FEDERALLY ASSISTED PROGRAMS

Since federally assisted housing programs are regulated and administered by the Office of Housing and Urban Development, this booklet will offer only a cursory overview of two of the programs currently available.

A. Traditional Public Housing

Traditional public housing projects are owned by the cities in which they are located. The federal government subsidizes the mortgage on the housing so that the rents can be lower. The rent that a specific family pays for a public housing unit is determined by the family's income and needs. If you are working with a client who wants to locate public housing, the client should call either the Office of HUD for a list of all the public housing in the client's area, or the local housing authority for a list of housing projects with units available. In either case, it is the individual's responsibility to visit the specific housing projects. The manager of the housing project will describe the specific program under which the project is subsidized to the person so that they can determine whether or not the individual is eligible to rent there. For information about specific subsidized housing programs, call the Consumer Affairs Office of HUD.

B. Section 8 Subsidies

The Section 8 program subsidizes the tenant's rent. Under Section 8 assistance, both the landlord and the tenant must be approved by HUD. The tenant pays approximately 25% of his gross income as rent to the landlord. The fair market rent is determined by an analysis by HUD, and the balance between the fair market rent and what the tenant pays is paid to the landlord by HUD.

C. When Things Go Wrong

If a problem arises in a rental situation which is federally assisted, the tenant should first contact

the person responsible for the management of the housing. If the management agent cannot resolve the problem, the tenant should contact the apartment owner. If the owner cannot or will not help, the tenant should contact the local Public Housing Authority if the apartment is a traditional public housing unit. If there is no local PHA, then the tenant should contact HUD. In Virginia, anyone living in Prince William County or farther north should contact the Washington, D.C. Office of HUD. In other areas of the state, the tenant should contact the Richmond Office of HUD.

If you need to contact a local PHA or the Office of HUD on behalf of a client, be sure you have all the pertinent information about the rental situation. The housing authority will need to know the number of people living in the apartment, the income of the family, whether or not the family is on welfare, how long the family has lived in the apartment, and, of course, the details of the problem.

Encourage your clients to contact the management as soon as a problem arises. If there is any difficulty in having the problem solved, make sure that your clients keep accurate records of any conversations, and encourage clients to send complaints in writing.

For more details about federally assisted housing programs, contact your local Public Housing Authority or the Office of Housing and Urban Development.

V. VIRGINIA FAIR HOUSING LAW

Under the Virginia Fair Housing Law, it is State policy to provide fair housing throughout Virginia. Several discriminatory acts are prohibited under the Fair Housing Law if the discrimination is based on race, religion, color, national origin or sex. Among the prohibited acts are:

1. refusing to sell or rent to any person;

2. discriminating in the conditions or terms of sale, rental, or provision of services;

3. falsely denying that housing is available;

4. using discriminatory advertising;

5. blockbusting, that is, causing someone to sell or rent by telling him that members of a minority group are moving into an area;

6. discriminating in the financing of housing; and

7. denying membership or participation in a brokerage firm, multiple listing service, or other real estate service.

If it appears that a client has been discriminated against in housing, the client has two alternatives for recourse. The first is that the client can complain to the Virginia Real Estate Commission by filing a housing discrimination complaint. The Commission will investigate the complaint, try to resolve it, or, if necessary, take appropriate legal action.

The second alternative is for the client to go to court. Sometimes the Court can provide quicker and more effective relief than the Real Estate Commission. Any housing discrimination should be reported to the Virginia Real Estate Commission, however, even if the person does not want the complaint investigated or is going to court himself.

VI. THE VIRGINIA MOBILE HOME LOT RENTAL ACT

There is a separate law in Virginia, called the Mobile Home Lot Rental Act, which governs the specific terms involved in the rental of a lot for a mobile home. The Mobile Home Lot Rental Act states that certain sections of the Virginia Residential Landlord and Tenant Act apply to the rental and occupancy of a mobile home lot, for example, those sections covering security deposits, rules and regulations, and tenant and landlord remedies.

Any agreement to rent and occupy a mobile home lot must be in writing and must be signed by both the landlord and tenant before occupancy. The tenant may not be required to pay any recurring charges except fixed rent, utility charges, or reasonable incidental charges for services supplied by the landlord.

The landlord's obligations under the Mobile Home Lot Rental Act are:

1. to comply with all laws pertaining to mobile home parks;

2. to keep the mobile home park in a fit and habitable condition;

3. to maintain in working order all electrical, plumbing, heating, and sanitation facilities which must be supplied by the landlord;

4. to provide appropriate receptacles for garbage collection; and

5. to provide reasonable access to electric, water and sewage disposal connections for each mobile home lot.

The tenant must:

1. comply with all applicable laws;

2. keep the exterior of his home clean and safe;

3. dispose of garbage properly;

4. use the facilities in a reasonable manner;

5. conduct himself in such a fashion that he will not disturb his neighbors' peaceful enjoyment of the premises;

6. abide by all reasonable rules created by the landlord; and

7. occupy his mobile home only as a dwelling unit.

A landlord is not allowed to collect an entrance fee for the privilege of leasing a mobile home lot. He may not charge a commission on the sale of a mobile home located in his park unless the tenant specifically employs him in connection with the sale of the home, and he may not charge for improvements on the interior of the mobile home. The landlord may not charge or require to register guests of the tenants. And the landlord may not restrict his tenants' choice of vendors from whom they purchase their mobile homes or goods or services.

Either the landlord or the tenant may terminate a rental agreement which is for a term of sixty days or more by giving written notice to the other at least sixty days prior to the termination date. The landlord may not cause a tenant to be evicted by interrupting gas, electricity, water or other essential services.

The landlord of a mobile home lot may not unreasonably refuse or restrict the sale or rental of a mobile home located in his mobile home park by a tenant, as long as the tenant gives the landlord proper notice. Restrictions because of race, color, religion, national origin or sex are considered unreasonable.

If you work with clients who live in mobile homes, hold a group meeting with them to discuss this law and the Landlord and Tenant Act. Review the different aspects of each law, explain what each section means, and help your clients understand their own leases and written agreements.

VII. ONE WAY TO TEACH LOW-INCOME PEOPLE ABOUT HOUSING

If you find the same problems occuring repeatedly with your clients who rent their homes, consider holding a group meeting. Bringing all the clients together to discuss housing serves two purposes: first, it allows you to save time by only having to cover the material once, and second, it allows your clients to talk among themselves and share solutions to housing problems.

Choose a time, date, and location that are convenient for as many clients as possible. If you can, make arrangements for transportation and child care for clients who will need them.

The exact format of the group meeting depends on the sophistication of your clients, the amount of time you have, the facilities you have, and your own style. A group of between six and twelve people usually works well.

Start the meeting with some kind of ice-breaker, such as a film or filmstrip. Take the time to discuss the points in the film, and ask if any of the clients have ever been in similar situations.

Talk about the pertinent points of the Landlord and Tenand Act or public housing. If you are aware of particular problems that always occur, take extra time to talk about avoiding those problems.

Review a sample lease with your clients. Or, if a client has a lease which he or she is willing to share with the group, use it. Go through the lease point by point, explaining all the terms and the implications of each point.

Talk about how to choose an apartment. If you can arrange it, walk through someone's apartment as if you are considering it to rent. Demonstrate how to check the faucets, what to look for, and what to be cautious about.

You might try using some role play exercises. For example, have one client be a landlord and another be a prospective tenant, and have them play out settling on the terms of the lease. Or, show a landlord and a tenant examining the apartment at the end of the rental agreement.

Or show a landlord and tenant discussing a problem, or changing the terms of a lease.

Use your imagination to think of as many situations as you can, and choose those that are most pertinent to the clients in your area. Role playing can help clients laugh together, overcome anxiety about handling difficult situations, and think about problems and solutions which may be new to them.

If you have the opportunity, hold a series of weekly workshops instead of just one. In each session, you can address one particular topic in detail. A sample series is:

1. Selecting an apartment
2. The written lease
3. The Landlord and Tenant Act
4. How to handle problems in rental situations.

Above all, encourage your clients to talk together about problems they have had, and solutions they have worked out for the problems.

VIII. RELATED MATERIALS AVAILABLE ON A FREE-LOAN BASIS FROM THE VIRGINIA OFFICE OF CONSUMER AFFAIRS

TITLE	TOPIC
16mm FILM:	
Landlord-Tenant Law, Law and the Citizen Series	*problems in rental agreements*
FILMSTRIP:	
You the User Series, Finding a Place to Live	*pros and cons of buying and renting*
SLIDE-TAPE:	
Housing Needs of the Elderly	*selecting appropriate housing*
VIDEOCASSETTE:	
Consumer Education for Senior Citizens: Housing for Older Americans	*housing alternatives*
BROCHURE:	
The Virginia Residential Landlord-Tenant Booklet, written by the Virginia Department of Housing and Community Development	*housing regulations in Virginia*

IX. OTHER SOURCES OF RELATED INFORMATION AND ASSISTANCE

CONSUMER AFFAIRS OFFICES

Alexandria Office of Consumer Affairs	703 750-6675	
Arlington Office of Consumer Affairs	703 558-2142	
Fairfax County Department of Consumer Affairs	703 691-3214	
Newport News Office of Consumer Affairs	804 247-8616	
Norfolk Division of Consumer Protection	804 441-2823	
Prince William County Office of Consumer Affairs	703 221-4156	
Roanoke Consumer Protection Division	703 981-2583	
State Offices of Consumer Affairs		
-Northern Virginia Branch Office	703 573-1286	
-Richmond Office	800 552-9963	(toll-free)
	804 786-2042	

BUILDING DEPARTMENT in local area

HEALTH DEPARTMENT in local area

HOUSING AND URBAN DEVELOPMENT

Richmond office if location is south of Prince William County	
-Consumer Affairs Office (for explanation of specific HUD programs)	804 782-2288
-For list of public housing developments in specific area	804 782-2954
Washington, D.C. Office, for Prince William County and north	202 755-6422

LEGAL AID SOCIETY in local area

PUBLIC HOUSING AUTHORITY in local area

STATE OFFICE OF HOUSING 804 786-7891

TENANT-LANDLORD COMMISSIONS

Alexandria	703 750-6633
Arlington	703 558-2355
Fairfax County	703 691-3214
Falls Church City	703 241-5042

VIRGINIA HOUSING DEVELOPMENT AUTHORITY 804 786-8241

VIRGINIA REAL ESTATE COMMISSION 804 786-7241